

10-3-80

**STATE OF MISSOURI
PUBLIC SERVICE COMMISSION**

In the Matter of AT&T Communications of the)
Southwest, Inc.'s Petition for Arbitration)
Pursuant to Section 252(b) of the Tele-)
Communications Act of 1996 to Establish an)
Interconnection Agreement Between AT&T and)
GTE Midwest Incorporated.)

Case No. TO-97-63

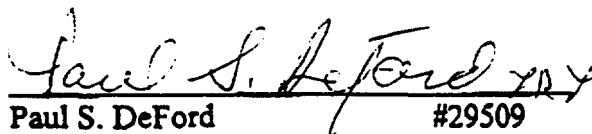
**STIPULATION CONCERNING THE PROVISION OF
INTERCEPT OR REFERRAL INFORMATION**

**FIRST REVISED ISSUES
MEMORANDUM**

ISSUE(S): 48 (in part)

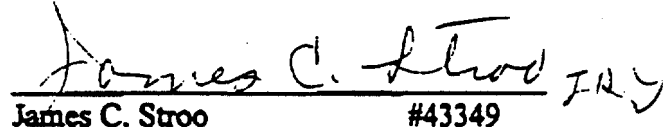
STIPULATING PARTIES: GTE and AT&T

STATEMENT OF AGREEMENT: GTE and AT&T hereby agree that, with respect to GTE's provision of intercept or referral information when a customer changes from GTE service to that of AT&T and undergoes a telephone number change, GTE will provide a recorded announcement to (i) notify a calling party that the end user customer has transferred to a new telephone number of AT&T and (ii) provide such calling party with details concerning the new telephone number to be dialed to reach the customer. GTE will provide such announcement for the same length of time that GTE provides intercept or referral information for its customers that have changed telephone numbers.



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**STIPULATION CONCERNING INTERCONNECTION POINTS
FOR THE TRANSPORT AND TERMINATION OF TRAFFIC**


**FIRST REVISED ISSUES
MEMORANDUM**


ISSUE(S): 42

STIPULATING PARTIES: GTE and AT&T

STATEMENT OF AGREEMENT: GTE and AT&T agree that AT&T will designate, at its option, a minimum of one interconnection point (IP) within a LATA. If AT&T desires a single interconnection point within a LATA, AT&T shall ensure that GTE maintains the ability to bill for the services provided. AT&T may interconnect at one tandem in the LATA for exchange of local, mandatory EAS and IntraLATA toll traffic by bringing separate trunk groups to that IP for each tandem in that LATA and then by using dedicated special access transport to extend the trunk group from the IP to the designated tandem.

AT&T will be responsible for engineering and maintaining its network on its side of the IP. GTE will be responsible for engineering and maintaining its network on its side of the IP. If and when the parties choose to interconnect at a mid-span meet, AT&T and GTE will jointly provision the fiber optic facilities that connect the two networks and will share the financial and other responsibilities for that facility.


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STIPULATION CONCERNING DIALING PARITY

FIRST REVISED ISSUES
MEMORANDUM

ISSUE(S): 26

STIPULATING PARTIES: GTE and AT&T

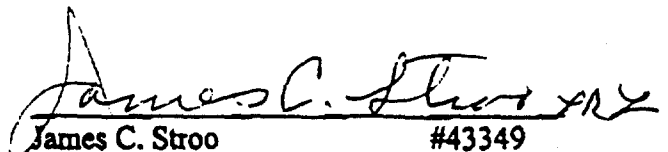
STATEMENT OF AGREEMENT: With respect to the provision of dialing parity, the parties agree as follows:

The Commission has opened a rulemaking in Project No. 16133 to address intraLATA 1+ dialing access. GTE will abide with the provisions and schedule that the Commission orders as a result of that rulemaking.

The parties agree that this does not resolve the issue of whether a local service provider (LSP) that is using its own switch in conjunction with unbundled network elements of GTE to provide local exchange service is authorized to provide "0+/1+" intraLATA toll service to its end user customers.



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Case No. TO-97-63

STIPULATION CONCERNING 911 SERVICE

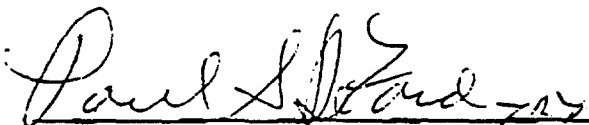
FIRST REVISED ISSUES
MEMORANDUM

ISSUE(S):


STIPULATING PARTIES: GTE and AT&T

STATEMENT OF AGREEMENT: With respect to certain issues related to 911 service raised in this proceeding, it is hereby agreed that:

AT&T shall have the right to utilize existing GTE 911 infrastructure for all 911 capabilities. GTE shall cooperate with AT&T to ensure that 911 service is fully available to ported end users consistent with state provisions. AT&T shall have the right to verify the accuracy of the information regarding AT&T customers in the ALI database.



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STIPULATION CONCERNING PACKET DATA SWITCHING SERVICE

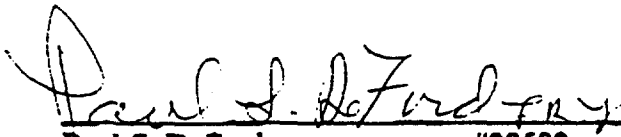
**FIRST REVISED ISSUES
MEMORANDUM**

ISSUE(S):

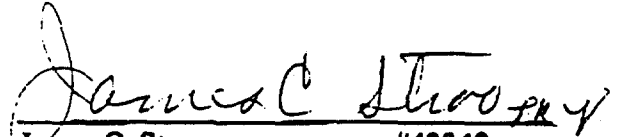
STIPULATING PARTIES: GTE and AT&T

STATEMENT OF AGREEMENT: With respect to certain issues related to the provision of unbundled access at the user network interface (UNI) data networking level and at the network-to-network-interface (NNI) data networking level, it is hereby agreed that:

AT&T will remove this issue (including issues related to asynchronous transfer mode, frame relay service, and other packet switched data services) from this arbitration. However, the parties agree that non-packet switched data (i.e., home modem or ISDN lines) is to be provided as part of an unbundled network element.



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STIPULATION CONCERNING REPAIR CALLS

FIRST REVISED ISSUES
MEMORANDUM

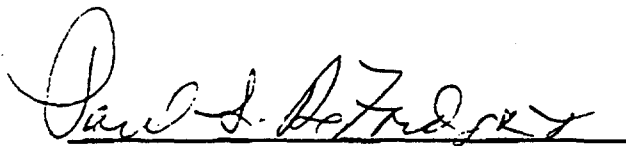
ISSUE(S):

STIPULATING PARTIES: GTE and AT&T

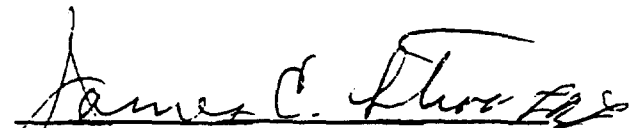
STATEMENT OF AGREEMENT: With respect to repair calls, it is hereby agreed:

In the event an AT&T customer calls GTE with a request for repairs, GTE will provide the customer with AT&T's repair 800-telephone number. AT&T agrees to provide GTE with its repair 800-telephone numbers.

In the event a GTE customer calls AT&T with a request for repairs, AT&T will provide the customer with GTE's repair 800-telephone number. GTE agrees to provide AT&T with GTE's repair 800-telephone number.



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STIPULATION CONCERNING NETWORK INTERFACE DEVICE

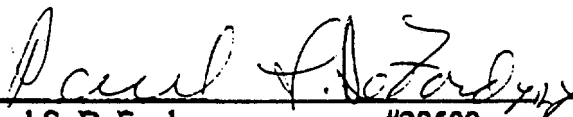
FIRST REVISED ISSUES
MEMORANDUM

ISSUE(S):

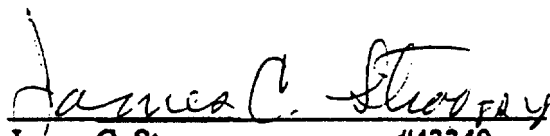
STIPULATING PARTIES: GTE and AT&T

STATEMENT OF AGREEMENT: With respect to certain issues related to the provision of unbundled network interface devices (NID), it is hereby agreed that:

The NID will be made available to AT&T as a separate unbundled network element to which AT&T will connect its own loop. GTE will not require that a separate NID be installed by AT&T to make a NID to NID connection as required in the FCC First Report and Order. AT&T will assume responsibility for ensuring that the proper over voltage protection is maintained to protect the customer premise.



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**STIPULATION CONCERNING SUB-LOOP UNBUNDLING
(LOOP FEEDER)**

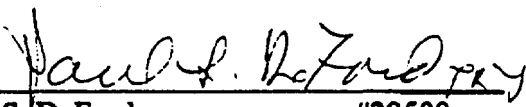
**FIRST REVISED ISSUES
MEMORANDUM**

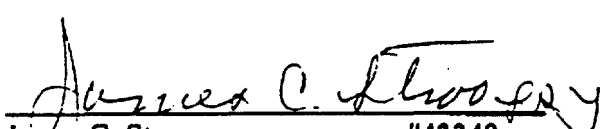
ISSUE(S): 33

STIPULATING PARTIES: GTE and AT&T

STATEMENT OF AGREEMENT: Upon a bona fide request, GTE will provide unbundled loop feeder. Such unbundled loops will begin at the main distribution frame of the serving wire center and end at the associated Feeder Distribution Interface (FDI). AT&T agrees to the following conditions:

1. If implementation supports shared use of required unbundling facilities then the cost of such facilities shall be allocated among the users. If implementation supports only AT&T use of the facilities then AT&T shall pay the cost.
2. AT&T will agree to pay GTE an agreed upon charge to perform any necessary cross connections within the FDI and at the main distribution frame.
3. Because GTE will be performing all necessary cross connections within the FDI and at the main distribution frame, AT&T agrees that there will be no requirement for personnel of AT&T to access the FDI or the serving wire center.


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STIPULATION CONCERNING BRANDING ISSUES

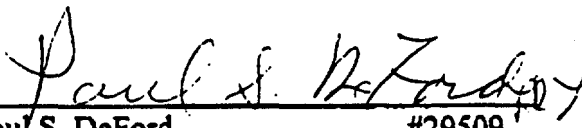
FIRST REVISED ISSUES
MEMORANDUM

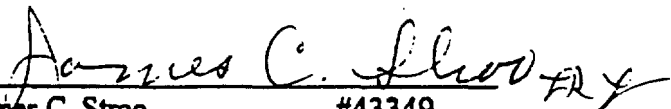
ISSUE(S):

STIPULATING PARTIES: GTE and AT&T

STATEMENT OF AGREEMENT: With respect to certain issues related to branding, it is hereby agreed:

1. When a GTE technical representative goes to a customer premise on behalf of AT&T, in the event the representative has contact with the customer, the representative will indicate to the customer that he or she works for GTE but is at the customer premises on behalf of AT&T regarding AT&T service. If the customer is not at the premise at the time that the GTE technical representative is at the premise, GTE agrees to deliver generic material or documents to the customer, and the technical representative will write the LSP's name on the document or material left for the customer.
2. GTE personnel acting on behalf of AT&T will not discuss, provide, or leave information or material relative to GTE's services and products.


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**STIPULATION CONCERNING SUB-LOOP UNBUNDLING
(LOOP DISTRIBUTION ELEMENT)**


**FIRST REVISED ISSUES
MEMORANDUM**

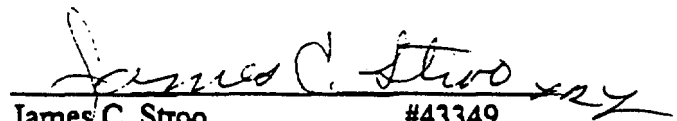
ISSUE(S): 33

STIPULATING PARTIES: GTE and AT&T

STATEMENT OF AGREEMENT: Upon a bona fide request, GTE will provide unbundled loop distribution. Such element will begin at the Network Interface Device (NID) and end at the Feeder Distribution Interface (FDI) normally associated with that NID. The requesting carrier agrees to the following conditions:

1. If implementation supports shared use of required unbundling facilities then the cost of such facilities shall be allocated among the users. If implementation supports just AT&T's use of the facilities then AT&T shall pay the cost.
2. AT&T will agree to pay GTE an agreed upon charge to perform any necessary cross connections within the FDI.
3. Because GTE will be performing all necessary cross connections within the FDI, AT&T agrees that there will be no requirement for personnel of AT&T to access the FDI.


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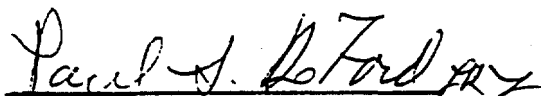
STIPULATION CONCERNING OPERATOR SYSTEMS

FIRST REVISED ISSUES
MEMORANDUM

ISSUE(S):


STIPULATING PARTIES: GTE and AT&T

STATEMENT OF AGREEMENT: The parties agree that GTE will make operator systems (i.e., GTE-provided operator services and directory assistance) available as unbundled network elements.



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FILED
1997-09-23

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STIPULATION CONCERNING DIRECTORY ISSUES

FIRST REVISED ISSUES
MEMORANDUM

ISSUE(S): 22 and 29

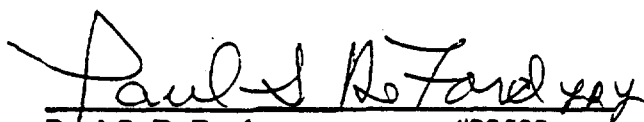
STIPULATING PARTIES: GTE and AT&T

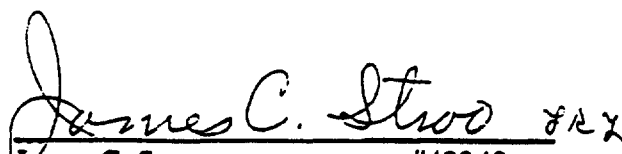
STATEMENT OF AGREEMENT: With respect to certain directory-related issues raised in this proceeding, it is hereby agreed that:

- (1) GTE will list in the Information Pages of its directories, at no charge, AT&T critical customer contact information for business and residential customers regarding emergency services, billing, sales and service information, repair services, and AT&T's logo. GTE will also offer AT&T the opportunity to purchase up to four (4) additional customer call guide page(s) to discuss its products and services. AT&T agrees to pay a price for the additional page(s) to be determined by GTE Directories, provided that such price shall be non-discriminatory to GTE and AT&T.
- (2) GTE will provide secondary distribution of directories (e.g., a new customer, requests for additional copies) to end user customers of AT&T at the same price that GTE is charged by GTE Directories for secondary distribution and under the same delivery timetable as GTE provides secondary distribution of such directories to its own end user customers. AT&T agrees to pay GTE Directories for secondary distribution based on GTE's agreement that the secondary distribution cost will be excluded from GTE's cost studies and resulting avoided cost discounts and prices for unbundled elements.
- (3) GTE will provide initial distribution of white and yellow pages directories to all end user customers of AT&T at no charge within the same directory service area in which and under the same delivery timetable as GTE provides such directories to its own end user customers.
- (4) GTE will include at no charge a basic listing for each AT&T customer in the white pages of

the telephone directory for that customer's specific geographic area. Listing data shall include the same type of listings available to GTE customers under the same rates, terms and conditions. Government listings will be listed in the same manner as GTE customer government listings.

- (5) GTE shall employ AT&T listing information for the production of GTE-published white and yellow page directories. GTE's use for other purposes will require separate agreements. GTE will not sell or license, nor allow any third party, the use of AT&T subscriber listings and GTE will not disclose non-listed name or address information for any purpose without the prior written consent of AT&T, which shall not be unreasonably withheld. GTE will charge AT&T a reasonable service bureau extraction fee for all third party translations and AT&T will be free to establish its own fees for direct billing to third parties.
- (6) GTE will provide AT&T end users with the same yellow pages services on the same terms and conditions as those provided to GTE end users. GTE will provide an AT&T end user within the geographical area covered by the yellow pages directory a basic listing in the yellow pages directory at no charge under the classified heading that most accurately reflects the primary nature of the customer's business. GTE will supply AT&T with a list of classified headings. AT&T will supply the appropriate heading for its end users.
- (7) AT&T agrees to provide GTE with subscriber mailing information to enable GTE to perform its directory distribution responsibilities.


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**STIPULATION CONCERNING
ADVANCE NOTICE OF NETWORK AND TECHNOLOGY CHANGES,
PRICE CHANGES AND INTRODUCTION OF
MODIFICATION OF SERVICES**

**FIRST REVISED ISSUES
MEMORANDUM**

ISSUE(S): 12

STIPULATING PARTIES: GTE and AT&T

STATEMENT OF AGREEMENT: With respect to certain issues related to advance notice of network and technology changes, price changes and introduction or modification of services raised in this proceeding, it is hereby agreed that:

- (1) Network and Technology Changes - GTE will establish quarterly reviews of network and technologies plans and notify AT&T at least six months in advance of changes that would impact AT&T's provision of service(s).
- (2) Price Changes - GTE will notify AT&T at the same time as GTE begins internal implementation efforts or obtains internal approval to make a change in retail or related resale rates (at least at the time the Product Management Committee is notified of the proposed change), whichever is sooner.
- (3) Introduction of New Service, Modification to Services, or Discontinuation of Services - GTE will notify AT&T of proposed new retail services or modifications to, or discontinuances of, existing retail services forty-five days prior to the expected date of regulatory approval of the new or modified service, or discontinuation of a service. In the event that services are introduced or discontinued with less than 45 days' notice to the regulatory authority, GTE will notify AT&T at the same time it determines to introduce the new or modified service or discontinue the service.

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STIPULATION CONCERNING ADVANCED INTELLIGENT NETWORK ISSUES

**FIRST REVISED ISSUES
MEMORANDUM**


ISSUE(S):

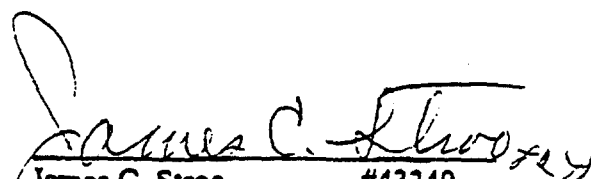
STIPULATING PARTIES: GTE and AT&T

STATEMENT OF AGREEMENT: The Advanced Intelligent Network (AIN) is a Network Architecture that uses distributed intelligence in centralized databases to control call processing and manage network information, rather than performing those functions at every switch. AT&T and GTE hereby agree as follows:

- (1) GTE will provide AT&T access to the GTE Service Creation Environment (SCE) to design, create, test, deploy and provision AIN-based features, equivalent to the access GTE provides to itself, providing that security arrangements can be made. AT&T requests to use the GTE SCE will be subject to request, review and testing procedures to be agreed upon by the parties.
- (2) When AT&T utilizes GTE's Local Switching network element and requests GTE to provision such network element with a technically feasible AIN trigger, GTE will provide access to the appropriate AIN Call Related Database for the purpose of invoking either a GTE AIN feature or an AT&T developed AIN feature as per Item 1 above.
- (3) When AT&T utilizes its own local switch, GTE will provide access to the appropriate AIN Call Related Database for the purpose of invoking either a GTE AIN feature or an AT&T developed AIN feature as per Item 1 above.
- (4) Any mediation to GTE's AIN database must be performed on a competitively neutral, nondiscriminatory basis. Thus, any network management controls found necessary to protect the SCP from an overload condition must be applied on a

nondiscriminatory basis for all users of that database, including GTE. Therefore, GTE and AT&T agree that any load mediation will affect all links to the STP, including GTE's, in a like manner. AT&T will provide the information necessary to ensure that GTE is able to engineer sufficient capacity on the AIN SCP platform.


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1997-09-03

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**STIPULATION CONCERNING SUB-LOOP UNBUNDLING
(LOOP CONCENTRATOR/MULTIPLEXER)**

**FIRST REVISED ISSUES
MEMORANDUM**

ISSUE(S): 33

STIPULATING PARTIES: GTE and AT&T

STATEMENT OF AGREEMENT: Upon a bona fide request, GTE will provide an unbundled loop concentrator/multiplexer element. Such element will begin at the main distribution frame of the serving wire center and end at the Feeder Distribution Interface (FDI) located at the associated remote terminal. AT&T agrees to the following conditions:

1. If implementation supports shared use of required unbundling facilities then the cost of such facilities shall be allocated among the users. If implementation supports only AT&T use of the facilities then AT&T shall pay the cost.
2. AT&T will be responsible for the costs (if any) required to create an interface at the main distribution frame if such interface does not already exist, such as in the case of an Integrated Digital Loop Carrier System.
3. AT&T will agree to pay GTE an agreed upon charge to perform any necessary cross connections within the FDI and at the main distribution frame.
4. Because GTE will be performing all necessary cross connections within the FDI and at the main distribution frame, AT&T agrees that there will be no requirement for personnel of AT&T to access the FDI or the serving wire center.

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